

IMPORTANT!!!!

NOTICE TO VENDOR

You must complete the enclosed Small Disadvantaged Business Enterprise (SDBE) Participation Documentation forms and submit with your bid proposal. For assistance in completing the forms, contact the City Equal Opportunity/Equity Assurance Department @ telephone 919/560-4180.

CITY OF DURHAM

SERVICE PROPOSAL FORM

Janitorial/Cleaning Services at District 4 Substation (DUI Shopping Center)

The **CITY OF DURHAM** invites your bid for **Janitorial/Cleaning Services at UDI Shopping Center** to be received until 4:30 p.m., on April 25, 2006, at the General Services Department, 2011 Fay Street, Durham, NC 27704.

Proposal of _____
(hereinafter called "**BIDDER**", organized and existing under the laws of the State of _____
doing business as (insert "a corporation", "a partnership", or as "an individual" as
applicable) _____ to the **CITY**
OF DURHAM (hereinafter called "**OWNER**").

In compliance with your Invitation for Bids, Bidder hereby proposes to furnish all materials, tools, machinery, equipment, apparatus, labor, and all means necessary to perform all work in connection with the **Janitorial/Cleaning Services at UDI Shopping Center**, in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated hereinafter.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto as to his/her own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder acknowledges receipt of the following Addenda:

The undersigned has carefully examined the site of this work, and has informed him/herself fully in respect of the conditions of the place where the work is to be performed, and has examined the Drawings (if any) and Specifications and/or Scope of Work, Conditions (General and/or Special), the Proposed Contract, and the Contract Documents relating thereto.

CITY OF DURHAM

SERVICE PROPOSAL FORM

It is understood that the Owner reserves the right to reject any or all bids, or to award the Contract to the low, responsive, responsible Bidder taking into consideration quality, performance and time specified in the bid.

On being awarded a Service Contract, the undersigned will execute a Contract for the Service of the work described in conformity with the Contract Documents in the form hereto attached.

The undersigned agrees, that if awarded the Contract, he/she will commence work not later than the date set by the Owner in the NOTICE TO PROCEED, and that he/she will complete all "Items" of work on the **Janitorial/Cleaning Services at UDI Shopping Center**

Bidder agrees to furnish all labor, materials, tools, equipment, fees, and services and to do all things necessary to perform the work described in the Contract Documents for this bid in the following unit and/or lump sum prices:

Janitorial/Cleaning Services at UDI Shopping Center - 3,400 square feet) Monday through Friday

YEAR ONE PRICING

\$_____/monthly x **12** = \$_____
YEAR ONE TOTAL

YEAR TWO PRICING

\$_____/monthly x **12** = \$_____
YEAR TWO TOTAL

YEAR ONE TOTAL + YEAR TWO TOTAL \$_____
GRAND TOTAL

The following must be checked and signed by an authorized company representative.

Company bid price is based upon attending the pre-bid conference and walk-through.

Yes _____ No _____

Authorized Company Representative

CITY OF DURHAM

SERVICE PROPOSAL FORM

PROPOSED SUBCONTRACTORS:

1. Name: _____
Address: _____
Telephone number _____
State and License Number _____
Type, extent, and dollar value of work to be performed: _____

2. Name: _____
Address: _____
Telephone number _____
State and License Number _____
Type, extent, and dollar value of work to be performed: _____

The Contractor agrees to execute a contract in the form of the agreement attached to the Bid Proposal.

The undersigned hereby designates as his/her office to which such notice of acceptance may be mailed, faxed, telegraphed, or delivered:

This bid may be withdrawn at any time prior to the scheduled time for the opening of the bids or any authorized postponement thereof.

It is understood that the Owner reserves the right to reject any or all bids, to waive any and all informalities and to accept the Bid most favorable to the City of Durham.

CITY OF DURHAM SERVICE PROPOSAL FORM

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Durham in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that they are authorized to sign this bid for the bidder.

This the _____ day of _____, _____
(Date) (Month) (Year)

Official Company Name

Corporate Status Corporation Sole Proprietorship Partnership LLC **(select one)**

Address

City _____ State _____ Zip Code _____

Name and Title of person authorized to execute this bid

Print Name _____

() _____ () _____

Business Telephone Number _____ Fax Number _____

Emergency Contract Number	Cellular Telephone Number
---------------------------	---------------------------

24 hour/Pager Number	Website/E-Mail Address
----------------------	------------------------

North Carolina Corporate ID Number _____ Federal ID Number _____

Date Firm Established Service Experience (years)

Name of individual(s) authorized to answer questions concerning the information contained herein

City of Durham Business License Number

GENERAL REQUIREMENTS

1. Requirement for Representation as to accuracy and completeness of bid: The contractor shall make the following representations in its bid, the falsity of which might result in rejection of this bid: "The information contained in this bid or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete. This bid includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City."
2. The City's Liveable Wage Ordinance #11333 is a part of this contract. Awarding contractors must pay their employee's a minimum of **\$9.51** per hour for the work performed under this contract. (See attached ordinance)

Liveable Wage Rate

1998 - \$7.55

1999 - \$8.58

2000 - \$9.00

2001 - \$9.15

2002 - \$9.15

2003 - \$9.15

2004 - \$9.51

2005 - \$9.51

The awarding contractor must furnish copies of their payroll (monthly) for all employees working under this contract. These copies shall be sent to the General Services Department and Equal Opportunity/Equity Assurance Department.

A list of all employees and supervisors working under this contract must accompany the bid. As a part of the contract it will be necessary for your company to identify the number of employees that will be working under this contract; along with the hours worked each week. This information will be used to adjust the contract price if the City's Liveable Wage changes.

3. By submitting a bid, the contractor certifies that it is not currently debarred from bidding on contracts by any agency of the State of North Carolina or any agency of the Federal Government, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of North Carolina or any agency of the Federal Government.
4. Entries on the bid proposal forms, including signatures must be written in ink. The bid proposals shall not contain any unauthorized additions, deletions, or added conditional pages. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto legible to read in ink.
5. Invoices must be submitted to the City of Durham, Accounting Services Division, 101 City Hall Plaza, Durham, North Carolina 27701, on a monthly basis and a copy submitted to the General Services Department/Facilities Division for verification.

EXECUTION OF BID PROPOSAL

The potential contractor certifies the following by placing an “X” mark in each of the applicable blanks:

1. _____ That this bid was signed by an authorized representative of the company.
2. _____ That the offeror can provide valid certificates of insurance as required within fifteen (15) calendar days after notice of award.
3. _____ That the cost and availability of **ALL** labor, direct and indirect, equipment, materials, supplies and training associated with performing the services described herein have been determined and included in the proposed cost.
4. _____ That the offer has attended the pre-bid and walk-through of the building and is aware of prevailing conditions associated with performing these services and understands the responsibility for cleaning the building to the standards set by the City of Durham. The building will be turned over to the potential contractor “as is” on the contract effective date, and the condition of the building on that date is not the benchmark for quality of work.
5. _____ That the offeror has read and agrees, with no exceptions, to the terms and conditions set forth in this proposal.
6. _____ That the offeror understands the proper procedures for handling Blood borne Pathogens and other health issues and agrees to comply.
7. _____ That the offeror is qualified to provide the services and equipment required under this proposal and, if awarded the contract, will do so in a professional and timely manner.
8. _____ The offeror in completing the proposal will be responsible to give an accurate market price to do the job outlined in the proposal.
9. _____ The offeror must have a person or persons available during normal staff working hours to address any problems or complaints.

Therefore, in compliance with this Request for Proposal and subject to all terms and conditions herein, the undersigned, offers and agrees, if this proposal is accepted, for the price(s) quoted in this proposal.

Authorized Company Representative Signature

Date

CITY OF DURHAM NORTH CAROLINA

SERVICE BID PROPOSAL FORM

REFERENCES

Offeror must supply three (3) references for government agencies and/or private firms for which they have done similar or related work during the past three (3) years. These contracts must have been in force for at least three (3) months. Proposals may be set aside where offeror does not submit the three (3) references. Offerors are cautioned to provide accurate information. Misleading information presented in the references may result in a rejection of the proposal. References shall be checked during the evaluation period.

1. Agency or Company Name: _____

Business Address: _____

Agency/Firm Contact Person responsible for verifying building cleanliness:

Telephone: _____

Square Footage Cleaned Daily: _____

Date Contracted From _____ To _____

2. Agency or Company Name: _____

Business Address: _____

Agency/Firm Contact Person responsible for verifying building cleanliness:

Telephone: _____

Square Footage Cleaned Daily: _____

Date Contracted From _____ To _____

3. Agency or Company Name: _____

Business Address: _____

Agency/Firm Contact Person responsible for verifying building cleanliness:

Telephone: _____

Square Footage Cleaned Daily: _____

Date Contracted From _____ To _____

CITY OF DURHAM NORTH CAROLINA SERVICE BID PROPOSAL FORM

GENERAL INFORMATION

The City of Durham seeks proposals from qualified, experienced offerors to provide an efficient and professional janitorial service with minimal interruption of service. The Janitorial services as herein specified shall consist of an all-inclusive janitorial service with daily, weekly, bi-weekly, monthly, quarterly, bi-annually and annually cleaning services and also major maintenance services. Services shall include all reasonable and necessary labor, a supervisor, training, materials, equipment and supplies in order to keep the contracted area professionally clean and properly supplied. The areas to be cleaned may consist of, but is not limited to: offices, auditorium (including stage and adjacent areas), conference rooms, corridors, stairs, stairwells, ramps, landings, porches, storage areas, restrooms, janitorial closets, break rooms, designated areas, dining areas, exterior service areas, walkways, etc.

Offerors will be given the opportunity to familiarize themselves with the job required and apprise themselves of all conditions which will affect the performance of the work called for in this proposal.

Proposals are to be submitted from each offeror and shall be signed and dated by an official authorized to bind the company. Unsigned proposals shall not be considered. By submission of a proposal the offeror agrees that it shall provide sufficient labor, supervision, training, materials, equipment and supplies to complete all requirements as listed in this contract to an acceptable level as determined by the City of Durham General Services' Cleaning Supervisor.

Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal does not add value to your proposal and are not desired.

The City of Durham at its option may request an oral presentation or discussion with any or all offerors for the purpose of clarification or to amplify the materials presented in any part of the proposal.

The contracting Agency reserves the unqualified right to reject any and all offers when such rejection is deemed to be in the best interest of the City of Durham.

Regular daily building cleaning for this contract shall be done between the hours of 7:00 am – 11:00 am and 7:00 pm – 11:00 pm. Exceptions to this cleaning schedule must be submitted in writing to the City of Durham General Services' Cleaning Supervisor stating the reason for changing the cleaning hours. Exceptions will be granted by written notice; no other allowances for cleaning time shall be made.

CITY OF DURHAM NORTH CAROLINA SERVICE BID PROPOSAL FORM

(Use this form only)

COMMUNICATION SERVICES

The contractor shall maintain an up to date list of telephone numbers, a business office number, emergency contact number, a cell phone and or a pager number. The contractor (or a responsible management official of the firm) shall respond **within one (1) hour** after contact from the City of Durham General Services' Cleaning Supervisor.

BUILDING SECURITY LOG

All persons entering the facility representing the contractor shall individually sign in and out on the monthly log each time they enter and exit the facility. This includes owners, supervisors, employees and any others working with the contractor. The log will be located at a place agreeable to the contractor and the City of Durham General Services' Cleaning Supervisor.

If the facility has keycard access, the contractor's employees shall be issued "entry cards" and they shall individually badge in upon arrival.

The contractor shall notify the City of Durham General Services' Cleaning Supervisor immediately of the termination of a person and inform the City of Durham General Services' Cleaning Supervisor in writing within twenty-four (24) hours that the employee has been terminated. The contractor shall collect all KEYS and/or ACCESS KEYCARDS upon termination of an employee and return them to the City of Durham General Services' Cleaning Supervisor.

When the contractor hires a new employee, the contractor or a responsible representative of the company shall meet the new employee at the facility. The new employee is to be instructed as to what the contract provisions are and is to be given a list of those provisions.

COMPLAINT PROCEDURES

The contractor shall investigate all complaints, both major and minor. Any complaint or special requests for additional services which cannot be corrected or supplied during the same working day or which is considered unreasonable or which cannot be dealt with for reasons beyond the contractor's control shall be specifically reported to the City of Durham General Services' Cleaning Supervisor.

Failure of the contractor to correct complaints written in notes, courtesy letters, City of Durham General Services' Cleaning Supervisor's inspections, or warning letters in a timely manner, to the satisfaction of the contracting agency shall be considered unsatisfactory service.

SCOPE OF WORK

Janitorial/Cleaning Services at

UDI Shopping Center, District 4 Substation

Durham, North Carolina

3,400 Square feet

GENERAL: It is the intention of the scope of work to set forth the requirements and conditions for performing janitorial/cleaning services (**Monday thru Friday**) at the above location. The contractor shall perform the required services in these areas and shall be qualified to furnish a complete and efficient janitorial/custodial service, including all labor, supervision, cleaning materials and equipment. The successful bidder shall be prepared to perform each task as stated according to the work schedule, scope of work, specifications, contractor responsibilities, safety requirements and special conditions without prodding or reminders by the Administration.

RESTRICTED AREAS

Any area(s) designated as “restricted” will remain so, unless otherwise changed by the General Services’ Department. Contractor’s employees will be accompanied by staff when cleaning is required in any of the restricted areas. The Department may identify, as it becomes necessary, any area(s) restrictive or non-restrictive without notification to the awarding contractor.

WORK TIME DESIGNATION

- A. **Daily shall mean twice per designated day.** This Facility is required to be cleaned and stocked twice a day, once 7:00 am – 11:00 am and once 7:00 pm – 11:00 pm the work week will be Monday thru Friday, unless otherwise designated.
- B. **Twice-weekly shall mean Mondays and Thursdays.**
- C. **Weekly shall mean one (1) time** per week as determined by the Department designee and will remain the day determined for the contract period.
- D. **Monthly shall mean once** per calendar month, at least four (4) weeks apart, to be determined by the Department designee.
- E. **Bi-annually shall mean twice** per year with first work to be performed within the first **60 days** of the contract year and at approximately **six (6) months** thereafter. Specific dates to be determined by the Department designee.
- F. **Annually shall mean once** per year, with work to be performed within the first **90 days** of the contract year. Specific dates to be determined by the Department designee.
- G. **As needed shall mean** at such times as to be deemed necessary by the contractor and the Department designee.

SCOPE OF WORK

Janitorial/Cleaning Services at

The cleaning listed below is required:

D – Daily

2XD – Twice Daily

N/A – Not Applicable (will not be needed)

W – Weekly

2XW – Twice Weekly

A/N – As Needed

3A- Times a year

BI- Bi-Annually

1A- Annually

M – Monthly

2M – Twice monthly

3XW – 3 Times a Week

[illegible]

SCOPE OF WORK

Janitorial/Cleaning Services at

The cleaning listed below is required:

D – Daily

2XD – Twice Daily

N/A – Not Applicable (will not be needed)

W – Weekly

2XW – Twice Weekly

A/N – As Needed

3A- Times a year

BI- Bi-Annually

1A- Annually

M – Monthly

2M – Twice monthly

3XW – 3 Times a Week

[illegible]

SCOPE OF WORK

Janitorial/Cleaning Services at

The cleaning listed below is required:

D – Daily

2XD – Twice Daily

N/A – Not Applicable (will not be needed)

W – Weekly

2XW – Twice Weekly

A/N – As Needed

3A- Times a year

BI- Bi-Annually

1A- Annually

M – Monthly

2M – Twice monthly

3XW – 3 Times a Week

[illegible]

UDI Shopping Center, District 4 Substation

[illegible]

SCOPE OF WORK

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

The cleaning listed below is required:

D – Daily

2XD – Twice Daily

N/A – Not Applicable (will not be needed)

W – Weekly

2XW – Twice Weekly

A/N – As Needed

3A- Times a year

BI- Bi-Annually

1A- Annually

M – Monthly

2M – Twice monthly

3XW – 3 Times a Week

[illegible]

SPECIFICATIONS

Janitorial/Cleaning Services

These requirements are given as a general guideline to establish a minimum quality of service for each cleaning activity to be provided. The cleaning task frequencies defines the level of service required for this facility.

A. GENERAL CLEANING

Pick-up trash: Bag and place in dumpsters, leaving area neat and free of trash. Do not remove items that are not trash; leave items that are placed purposefully (such as books, manuals, card board boxes not labeled as trash, etc.) where they are found.

B. HARD SURFACE FLOORS

Sweep: Using soft hair brooms sprayed with an oil-free sweeping compound. Sweeping shall leave the surfaces uniformly clean of all dust and surface dirt including corners and places inaccessible to the broom. Surface accumulation of hardened dirt that cannot be loosened with the broom shall be loosened sufficiently to allow removal by sweeping.

Dust Mop: Using floor mops treated with a non-oily floor mop dressing. Dust mopping shall leave the surface uniformly clean of all dust and surface dirt including corners and places inaccessible to the mop. Surface accumulation of hardened dirt that cannot be loosened with a mop shall be loosened sufficiently to allow removal by dust mopping. Dust mops should always be kept clean to insure proper cleaning.

Damp Mop: Using a clean mop and clean water or neutral detergent. Dust mop the floor immediately prior to damp mopping to remove loose dirt and dust. Damp mopping shall leave the floor clean and free from streaks, stains and film. Scrub heavily soiled areas as needed with mop or other scrubbing equipment and strong cleaning solution to remove all heavy soil, stains, and traffic marks. There shall be no splashes left on walls, baseboards, furniture, and other adjacent surfaces. A high gloss will be maintained. If a strong cleaning solution is used; the floor shall be rinsed with clean water. Cleaning solution should be strong enough to remove soil, but not floor finish. Damp mop shall mean the mopping of uncarpeted floors with a chemically/germicidal treated mop.

Spray Buff: Using a floor polishing machine and clean water or floor finish compatible with floor finish on the floor. Floors shall be damp mopped immediately before spray buffing. Spray buff until the floor is dry and glossy. Dust mop the floor after buffing to remove all loose floor finish residue.

SPECIFICATIONS

Janitorial/Cleaning Services

Strip and Refinish (vinyl tile/terrazzo floors): Remove all old floor finish and stubborn soils and stains using an automatic scrubber or other equipment and liquid stripping solution. Strip areas in corners at baseboards, and other areas inaccessible to equipment by hand or other methods as necessary. The floor shall be left clean, dry, free of stripping

solution, old finishes and ready for new finish. Four (4) coats of floor finish shall be applied evenly, and shall cover the entire floor surface. Between each coat, the finish is to be allowed to dry and a final buffing after the final coat dries.

Scrub and Disinfect: Scrub floor using a mop or other cleaning equipment and germicidal cleaner leaving floor completely clean, disinfected, and free of streaks, stains, mildew, odor, and film. Sweep or dust mop before scrubbing to remove loose dirt and dust. Also, wipe baseboard with a clean cloth or sponge germicidal cleaner.

NOTE:

When floor cleaning activity is being done during periods subject to heavy (foot) traffic, such cleaning will be accomplished in sections to allow for a traffic lane. In addition, appropriate signage (such as a wet floor) will be placed in visible area where cleaning is being done.

C. CARPETED FLOORS

Vacuum: Using a commercial type vacuum that incorporates brushing or beating action. Carpet shall be left clean of all dust, and loose and imbedded dirt for their full depth. If necessary, spot clean using a dry cleaner or spot remover to leave the carpet clean of spots

and stains. Areas not accessible with beating type vacuum cleaner will be cleaned with wand attachment or portable vacuum. Carpet must be kept free of dirt, dust and stains. Carpet pile must not be allowed to become flat or matted.

Carpet Cleaning and Shampooing: Using a hot extraction method safe for all carpets, and quick-drying. Immediately before cleaning vacuum, spot clean, and pre-treat heavily soiled areas. Moveable furniture (not including desks, large tables, file cabinets, credenzas and shelving units) shall be moved before cleaning and shall be moved back into place after the carpet is cleaned, placing all furniture on moisture barriers if carpet is damp. Spin bonnet carpet if it is not heavily soiled.

SPECIFICATIONS

Janitorial/Cleaning Services

D. WALLS

Dust: Dust walls, moldings, door frames, and tops of doors using a clean cloth treated with a non-oily dressing to leave surfaces free of dust, loose dirt, and webs.

High Dusting: Dust walls and moldings above seven (7) ft. high, using a clean cloth treated with a non-oily dressing to leave surfaces free of dust, loose dirt, and webs.

Spot Clean: Using a clean cloth or sponge and neutral detergent solution to leave walls free of marks, stains and streaks.

Scrub and Disinfect: Scrub and disinfect walls, including switch plates and hardware, and vertical grills and louvers, using a clean cloth or sponge and germicidal cleaner leaving walls and surfaces completely clean, disinfected and free of streaks, stains, mildew, odor and film.

E. FIXTURES AND FURNITURE

Clean and Disinfect Water Fountains: Clean metal type fountains using a germicidal cleaner and polish sides of the fountain with a clean cloth, leaving the water fountain clean and free of streaks and film. Clean fountains using a germicidal cleaner and dry with clean cloth. Polish all exposed bright metal faucets, chrome traps and enameled surfaces.

Dust Furniture: Dusting includes window sills and conference room furniture using a cloth treated with non-oily dressing to remove all dust, loose dirt, and webs. Dust only those surfaces that are cleared of papers.

Dust Blinds: Using a cloth treated with a non-oily dressing to remove all dust, loose dirt and webs.

Clean Floor, Wall and Door Grilles and Louvers: Dust using finger duster or cloth treated with non-oily dressing, or vacuum to remove all dust, loose dirt, lint and webs. If necessary, clean with a clean cloth or sponge dampened with a neutral cleaner, wipe dry, and polish metal surfaces.

Clean Ceiling Grilles and Louvers: Dust using finger duster or cloth treated with non-oily dressing, or vacuum to remove all dust, loose dirt, lint, and webs. If necessary, clean with a clean cloth or sponge dampened with a neutral cleaner, wipe dry, and polish metal surfaces.

Clean Rug Type Mats: Clean interior and exterior rug type mats by vacuuming to leave mats clean of all loose dirt and soil.

Scrub Rug Type Mats: Scrub rug type mats with cleaning solution and scrubbing machine to leave the mat completely clean of embedded soil.

SPECIFICATIONS

Janitorial/Cleaning Services

Empty and Clean Ash Receptacles: Clean the sand-in-sand type with sand screen or sieve to remove all butts and ashes and other debris.

Empty Trash Cans: Bag trash and place in dumpsters. Replace trash can liners with new liners compatible with trash can size. Dumpster area must remain clean and clear of any trash. If dumpsters are full or have a trash overflow, please contact the Department designee.

F. REST ROOM FIXTURES AND ACCESSORIES

Clean and Disinfect Toilet Fixtures: Includes toilet bowls, urinals, sinks, etc., using a clean cloth, brush or sponge and a germicidal cleaner. (Do not use same cloth or sponge for toilet bowls and urinals for any other surfaces). Thoroughly scrub all surfaces, including outside of fixtures, leaving surfaces clean and disinfected, and free from streaks, stains, mildew, odor, mineral deposits and film. Wipe dry with a clean cloth after scrubbing.

Clean and Disinfect Toilet Accessories: Includes dispensers, mirrors, partitions, etc., using a clean cloth or sponge dampened with a germicidal cleaner, leaving accessories clean and disinfected and free from streaks, stains, mildew, odor and film. Wipe all surfaces dry with a clean cloth and polish metal surfaces.

G. GLASS

Clean Door Glass: Clean both sides and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects and foreign material shall be cleaned for sashes, sills and jambs.

Clean Interior Windows/Glass: Clean and wipe dry leaving glass free of streaks and smudges. All dirt, grease, insects and foreign material shall be cleaned from sills.

H. EXTERIOR

Clean Building Entrance Areas: Clean area outside building perimeter on concrete surfaces, removing trash, spider webs, leaves and other litter. Porch/ledge areas are to be cleaned to ensure that they are free of dirt, litter, spills, etc.

Clean Exterior of Glass Entrance Areas: Clean and wipe dry leaving glass transparent and free of streaks and smudges. All dirt, grease, insects and foreign material shall be cleaned.

SPECIAL CONDITIONS

Janitorial/Cleaning Services

1. Requirement for Representation as to Accuracy and Completeness of Proposal:
The contractor shall make the following representations in its Proposal, the falsity of which might result in rejection of Proposal: "The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, are true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City."

The contractor upon submitting their bid proposal must sign below stating that the authorized company representative has read the entire bid proposal and their company must comply understanding the bid proposal, scope of work and all the special conditions, contractor requirements, that have been listed in this bid proposal. Any compliance that is not adhered to will automatically make this bid non-responsive and will release the contractor (if awarded) from this contract.

Authorized Signature/Company Representative

Date

If the above is not signed, company bid will be considered non-responsive.

2. In completing the bid the successful contractor will be responsible to give an accurate market price in their bid proposal to do the job outlined in the scope of work and special conditions.
 - a. The bidder has reviewed this bid and is familiar with the conditions under which the work is to be performed.
 - b. The bid is based on the terms, materials, systems and equipment required by this request for proposal without exception.
 - c. The bidder is qualified to provide the services and equipment required under this bid and, if awarded the contract, will do so in a professional, timely manner.
3. The City of Durham will award the contract to the lowest responsible bidder that gives the best combination of service, references, past work performance/experience and price to the City. Bids will be awarded by section and the City of Durham will deem what is in the best interest of the City.

SPECIAL CONDITIONS

Janitorial/Cleaning Services

4. The City's Liveable Wage Ordinance #11333 is a part of this contract. Awarding contractors must pay their employee's a minimum of \$9.51 per hour for the work performed under this contract. (See attached ordinance)

Liveable Wage Rate

1998 - \$7.55

1999 - \$8.58

2000 - \$9.00

2001 - \$9.15

2002 - \$9.15

2003 - \$9.15

2004 - \$9.15

2005 - \$9.51

The awarding contractor must furnish copies of their payroll (monthly) for all employees working under this contract. These copies shall be sent to the Department and the Equal Opportunity/Equity Assurance Department.

Awarding contractor must furnish the number of all employees and supervisors working under this contract must accompany the bid. As a part of the contract it will be necessary for your company to identify the number of employees that will be working under this contract; along with the hours worked each week. This information will be used to adjust the contract price should the City's Liveable Wage change.

5. Entries on the bid proposal forms, including signatures must be written in ink. The bid proposals shall not contain any unauthorized additions, deletions, or added conditional pages. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto legible to read in ink.
6. By submitting a proposal, the Contractor certifies that it is not currently debarred from bidding on contracts by any agency of the State of North Carolina or any agency of the Federal Government, nor is it an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of North Carolina or any agency of the Federal Government.
7. The Contractor or their authorized representatives are expected to fully inform themselves as to all conditions, requirements and specifications of this bid before submitting a proposal. Failure to do so will be at the Contractor's own risk.

SPECIAL CONDITIONS

Janitorial/Cleaning Services

8. The Contractor agrees to make itself aware of and comply with all local, state, and federal ordinances, statutes, laws, rules, and regulations applicable to the Services covered by this bid. The Contractor further agrees that it will at all times during the term of the contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all OSHA regulations applicable to the work covered by this bid. By signing and submitting a proposal, the Contractor certifies its compliance with all applicable local, state and federal laws and regulations and shall abide by additional rules and regulations set forth by the City in writing for this project.

Awarding contractor must verify all employees working under this contract have received OSHA safety training, by attaching a copy of NC-OSHA required safety training sign-up sheet. This information must be returned along with contract documents if awarded the contract.

9. The Contractor shall be responsible for any damage to or loss of the City's equipment or facility arising out of an act or omission of the company or its authorized user.
10. The following equipment will not be allowed in a City facility (propane and gas buffers) or any other equipment or machinery that is unsafe.
11. **Invoices must be submitted to the City of Durham, Accounting Services Division, 101 City Hall Plaza, Durham, North Carolina 27701, on a monthly basis and a copy submitted to the General Services Department/ Facilities Division for verification.**
12. Because the Department provides services which involve health, safety, and welfare of the general public, work completion time is of the essence. Work completion (janitorial and cleaning productivity) must be performed within the schedule hours of during the time specified in a professional manner.
13. The relationship of the parties established by this contract is solely that of the contractor and nothing contained in this contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. The contractor shall be fully and solely responsible for its own acts, omissions, and those of its employees. All personnel employed by the contractor shall be considered employees of the said company. The contractor shall be responsible for the payment of all salaries, withholding taxes, worker's compensation, disability benefits and other compensation and related taxes for its employees.

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

1. The Contractor shall provide all supervision, labor materials and equipment required for the complete and satisfactory performance of the janitorial/cleaning service.
2. The Contractor's employees are required to perform all duties during the hours specified. The Contractor hereby agrees to work directly with the Department in connection with carrying out and conducting all of the following duties and responsibilities during the term of this contract.
3. A designated supervisor shall be responsible for overseeing the work of the contracted employees at all times under the contract.
4. The Contractor's employees shall have adequate and appropriate experience to provide the indicated cleaning services under the contract.
5. The Contractor's employees shall wear picture/identification badges and company logo uniforms at all times while on the premises. Any employee(s) not wearing company uniform AND picture identification will not be allowed to work and will be asked to leave the premises.
6. Any of the Contractor's supervisors or employees whose behavior or language is offensive, harassing or intimidating to any employee of the Department shall be asked to leave the premises immediately and shall be restricted from working in this facility.
7. In the event a report is received alleging any contractor's employee(s) was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the contractor will submit a written report to the City designee outlining the complete details of the incident. This report shall include the nature of the incident, time, date, and location, and name of the person alleging the violation.
8. Contractor's employees shall not remove any article, materials, equipment, tools, devices, computer equipment, office equipment, paper products, restroom supplies from the premises, regardless of the value or regardless of any employee's permission. This is to include the contents of or any item found in the trash containers in or around the premises. All trash will be put into dumpsters as designated by the City.

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

9. Contractor's supervisors and employees shall not engage in idle or unnecessary conversation with City employees or visitors in the building and shall not loiter in any areas where cleaning is complete. Contractor's employees shall refrain from using the telephones and televisions and shall remain busy at all times while on the premises.
10. Contractor's employees shall not disturb any personal property, paper, boxes, or other materials except as shall be in trash receptacles or designated areas for trash, or unless such material is properly identified as trash. The employees shall not open drawers, files or filing cabinets, desks or operate computers, computer equipment, and use any telephones, copy machine, televisions, radios or other office machines/equipment.
11. The contractor shall promote a safe environment by keeping all hallways, isles, and common areas free of ladders, mop buckets, litter containers and other custodial supplies and equipment.
12. The Contractor shall store cleaning equipment and materials in the room designated for such equipment. The room shall be maintained in a neat, clean manner, with no unnecessary supplies kept in this room. Mops shall be thoroughly cleaned with excess water removed prior to setting them aside to dry. All equipment and supplies shall be stored safely, with no hazard posed to personnel or contracted employees.

No materials or equipment and supplies shall be stored or temporarily set in **restrooms** or other spaces accessible to the public.

13. The Contractor shall be responsible for securing the room housing the cleaning supplies and equipment when the room has been opened for use by the employees/contractor.
14. The Contractor shall supply a list of all cleaning chemicals to be used in the facility.
15. The Contractor shall supply the Material Safety Data Sheets for all cleaning chemicals to be used in the Building as follows:

One (1) copy to be posted in the custodial closet

16. The Contractor shall follow manufacturer's specifications and guidelines for the use and disposal of all cleaning chemicals. The Contractor shall be responsible for off-site disposal of any and all unused cleaning supplies and equipment containing hazardous materials.

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

- 17. ALL labor, cleaning equipment, cleaning chemicals and supplies (toilet paper, hand towels, liquid anti-bacterial soap, deodorizers, etc.) plastic trash can liners, plastic trash bags with ties and containers for collecting trash will be furnished by the contractor.**

All chemicals and supplies that are not in compliance with the City of Durham environmentally friendly standards cannot be used in City facilities.

Awarding Contractor is requested not to leave extra paper or cleaning supplies in the bath room and break room areas.

18. The Contractor's employees shall operate the vacuum cleaner in such a manner as to avoid damaging walls, furniture, carpet and other items within the building. The Contractor shall store the vacuum cleaner in the custodial closet designated with electrical cords secured to or stored within the vacuum cleaner in accordance with the manufacture's instructions or design.
19. Signs will be provided by the contractor to indicate "Wet Floors" or other similar hazards. These signs should be placed so as to assure the safety of building guests and staff.
20. For all operations requiring the placement and movement of the Contractor's equipment, Contractor shall observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of city staff, visitors, etc.
21. Contractor shall immediately notify the Department designee of any occurrence or conditions within the building that interfere with the full performance of the contract and confirm this in writing within (24) hours.
22. The Contractor shall correct all complaints and comply with special cleaning requests for services within a reasonable time period. All complaints, both major and minor which cannot be corrected during the same working day or which is considered unreasonable or which cannot be dealt with for reasons beyond the Contractor's control, shall be specifically reported to the Department designee in writing.
23. Should contractor receive a poor rating from monthly inspections, for custodial services performed, the City will request a meeting be held with all concerned parties to discuss any problems and possible solutions.
24. If all parties are in agreement, the City may extend the contract an additional period up to two (2) years. This extension will be based upon the company's performance and evaluations.

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

25. Prior to beginning work, the Contractor will provide the City with a list of the names and numbers for supervisors working under this contract who will be responsible for supervising the services. The Contractor will be required to notify the City Designee of any change in the name or contact information for the Supervisor(s). The Contractor must have a person or persons available during normal working hours, 7:00 am – 11:00 pm to address any problems or complaints. Please provide the following information:

Name _____	Title _____
Pager Number _____	Office Number _____
Cellular Number _____	Fax Number _____

Name _____	Title _____
Pager Number _____	Office Number _____
Cellular Number _____	Fax Number _____

The Contractor **MUST HAVE** a designated supervisor on premise during hours of cleaning/janitorial work. Such supervisor shall immediately correct any employee misbehavior, which they witness or is reported to them and shall take corrective/appropriate action.

The City has the right to require immediate removal and replacement of **ANY** personnel or company equipment deemed unsatisfactory by the City designee at any time for any reason.

26. **ALL CONTRACTOR(S)** personnel including supervisors and management staff that will be performing under this contract shall be subject to a background investigation to be performed by the Durham Police Department. No personnel shall be allowed for entrance or to clean prior to this investigation. A list of all custodial personnel that will be working in each facility must be submitted in five (5) days upon notification of contract award. Failure to submit this list will forfeit the contract. After the contract has been awarded any additional/new staff required to work in these facilities must be submitted (10) days in writing prior to start date of employment in a City facility and include the minimum of two (2) employees. There will be random employee checks to ensure that all contractor's personnel have been cleared to work in the facility.
27. **SUSPENSION OF WORK** - The City may notify the successful bidder(s) in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the City may determine to be appropriate for the convenience of the City of Durham, or for noncompliance with the contract requirements.
28. **Any WEEKEND or SPECIAL floor cleaning** (shampooing, stripping and waxing, etc.) requests must be received in writing two (2) weeks prior to cleaning from the contractor for approval from the Department.

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

29. Contractor will be responsible for furnishing sufficient personnel to accomplish all the custodial services required. The City of Durham will not be responsible to assist the bidder in any manner to make sure that the job is completed.
30. The Contractor shall provide appropriate training to employees prior to the beginning of service under this contract to ensure competent performance of the work during scheduled hours. The contractor is not allowed to employ illegal immigrants to perform custodial services.
31. All supervisors/employees and representatives of the Contractor's company must be fluent enough in the English language to read and understand chemical labels and signs as well as converse fluently in the English language.
32. Only contractor's employees will be allowed in City facilities. No children, relatives, friends, spouses or pets are allowed in the facility. Employees shall not bring visitors to the facility while performing contract services.
33. The contractor shall be responsible to designate an individual to personally contact City staff during normal working hours of that facility to address any custodial deficiencies or any special cleaning requests. This should be done a minimum of once weekly.
34. For all operations requiring the placement and movement of the Contractors' equipment, contractor shall observe and exercise all necessary caution and discretion, so as to avoid injury to persons, damage to property of any and all kinds, and annoyance to or undue interference with the movement of the public and City staff.
35. If a holiday falls on a Mon, Wed, Tues, Thurs, or Fri., will be mandated for cleaning by the department designee.
36. City holidays shall be observed by the contractor as per the following schedule (see City Code, Section 14-16 "a" and 14-16 "b")

A. Legal Holidays: Legal Holidays observed by city government are: New Year's Day; Dr. Martin Luther King, Jr. Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; and other such times as may be

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

authorized by action of the city council. Dr. Martin Luther King, Jr. Day shall be observed annually on the third Monday of January.

B. Holiday Observance. When a holiday other than Christmas falls on a Saturday or Sunday, it shall be observed on the following Monday. When Christmas Day falls on:

1. A Monday, then Monday and Tuesday shall be observed as holidays;
2. A Tuesday, then Monday, Tuesday and Wednesday shall be observed as holidays;
3. A Wednesday, then Monday, Tuesday and Wednesday shall be observed as holidays;
4. A Thursday, then Wednesday, Thursday and Friday shall be observed as holidays;
5. A Friday, then Thursday and Friday shall be observed as holidays;
6. A Saturday, then Friday and Monday shall be observed as holidays;
7. A Sunday, then Friday and Monday shall be observed as holidays.

37. The successful bidder must be properly licensed and bonded for this type of work. Proof of fidelity bonding for all contractor(s) employees will be required prior to recommendation of award and start date of the contract.

38. Prior to execution of a contract the successful bidder will be required to provide a copy of its current Certificate of Insurance, and Business License issued by the City of Durham and including those subcontractors subject to licensing which are required in the bid proposal.

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

39. Contractors and subcontractors are responsible at all times for obtaining a current City of Durham Business License required for all janitorial/cleaning contracts. This license can be obtained through the City of Durham, Finance Department, Privilege License Division (for more information concerning this requirement, please visit our web site at: http://www.durhamnc.gov/departments/finance/business_license.cfm , send an e-mail inquiry to BusinessLicense@durhamnc.gov , or call (919) 560-4700 ext. 285.

40. The contractor to whom the award is made shall maintain insurance not less than the following:

Contractor shall maintain insurance not less than the following:

Commercial General Liability, covering

- premises/operations
- products/completed operations
- broad form property damage
- explosion, collapse, and underground hazards if the hazards exist in the performance of this contract
- contractual liability
- independent contractors, if any are used in the performance of this contract
- City of Durham must be named additional insured, and an original of the endorsement to effect the coverage must be attached to the certificate (if by blanket endorsement, then agent may so indicate in the GL section of the certificate, in lieu of an original endorsement)
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$3,000,000

Employee Dishonesty coverage, covering

- loss arising from dishonesty of contractor's owners or employees
- coverage amount not less than \$250,000
- this coverage may be provided by surety bond or by commercial package policy.

Automobile Liability Insurance, covering

- owned, hired, or borrowed vehicles
- employee vehicles, if used in performance of this contract
- combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year

Workers' Compensation Insurance, covering

- statutory benefits
- covering employees; owners, partners, officers, and relatives (who work on this contract)
- employers' liability, \$1,000,000.

Insurance shall be provided by:

- companies authorized to do business in the State of North Carolina
- companies with Best rating of A or better.

CONTRACTOR RESPONSIBILITIES

Janitorial/Cleaning Services at UDI Shopping Center, District 4 Substation

Insurance shall be evidenced by a certificate:

- providing notice to the City of not less than 30 days prior to cancellation or reduction of coverage
- certificates shall be addressed to:
City of Durham, North Carolina
attention: Finance Director
101 City Hall Plaza
Durham, NC 27701
- both the insurance certificate and the additional insured endorsement must be originals and must be approved by the City's Finance Director before Contractor can begin any work under this contract.

PLEASE SHOW THESE REQUIREMENTS TO YOUR INSURANCE AGENT TO PROVIDE YOUR COMPANY WITH A PRICE FOR THIS COVERAGE. NO EXCEPTIONS TO CHANGE THE COVERAGE WILL BE ALLOWED.

41. Force Majeure - The Company shall not be excused from performance under these Agreements by virtue of force majeure events. The Company shall take precautions sufficient to ensure that force majeure events (including but not limited to fire, flood, earthquake, hurricane, elements of nature, strikes, labor disputes, etc) do not result in any failure or delay in the performance of the Company's obligations pursuant to these Agreements. Failure to comply with this provision will constitute a default under these Agreements, and grounds for immediate termination.

Upon the occurrence of a Force Majeure Event, the Contractor shall immediately notify the Contracting Department by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the contractor from performing its obligations for

more

than two (2) days, the City shall have the right to terminate these Agreements by written notice to the contractor. Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse the contractor from the performance of its obligations under these Agreements.

OSHA GUIDELINE COMPLIANCE

A. OSHA GUIDELINES HAZARDOUS COMMUNICATIONS

The Contractor shall comply with the OSHA Standard 29CFR 1910.1200 Hazardous Communications as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service. The Contractor shall be responsible for compliance on date of contract acceptance (attach copy of certificate(s)).

B. MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish to the City copies of Material Safety Data Sheets for all products used prior to beginning service in any facility. The Material Safety Data Sheets must be organized and include an index.

These Material Safety Data Sheets must be in compliance to the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph G.

C. LABELING OF HAZARDOUS MATERIALS

The Contractor shall comply with the OSHA Guidelines, Title 29 of the Code of Federal Regulation, Part 1910.1200, Paragraph F, concerning the labeling of all chemical containers.

D. CAUTION SIGNS

The Contractor shall use “caution signs” as required by OSHA Guidelines.

E. OSHA GUIDELINES BLOOD PATHOGENS

The Contractor shall comply with the OSHA Standard 29CFR1910.1030 Blood borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in custodial service (attach copy of training certificate(s)). The Contractor shall be responsible for compliance on date of contract acceptance and contractor’s employees are responsible for cleaning bodily fluids.

SAFETY MEASURES

A. The Contractor must certify that all employees and representatives are trained to recognize and understand the Universal Safety Symbols. The Contractor’s supervisor shall be fluent in the English language, and the language of the custodial staff.

B. Employees and representatives of the contract must be fluent in a language. If fluency is in a language other than English, then the Contractor shall:

- a) Provide all MSDS sheets in both/all languages
- b) All containers must be labeled in both/all languages
- c) Custodial instructions and schedules shall be posted in both/all languages

During the performance of this Contract the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these provisions.

- b. The Contractor shall in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
 - c. The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding.
 - d. In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this contract, in whole or in part, and the City may declare the Contractor ineligible for further City contracts.
 - e. Unless exempted by the City Council of the City of Durham, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this contract and in every subcontract related to this contract so that these EEO provisions will be binding upon such subcontractors and vendors.
- "The City of Durham opposes discrimination on the basis of race and sex and urges all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under city contracts."



CITY OF DURHAM

SMALL DISADVANTAGED BUSINESS ENTERPRISE

PROCUREMENT FORMS



Equal Opportunity/ Equity Assurance Department

Mailing Address:

101 City Hall Plaza
Durham, North Carolina 27701

Street Address:

211 Rigsbee Avenue
Durham, North Carolina 27701

Phone: (919) 560-4180

Facsimile: (919) 560-4513

SMALL DISADVANTAGED BUSINESS ENTERPRISE PROCUREMENT DOCUMENTATION

If applicable information is not submitted with your bid, your bid will be deemed non-responsive.

Declaration of Performance must be completed and submitted with your bid.

Managerial Profile must be used to list the managerial persons in your work force who will be participating in this project.

Equal Employment Opportunity Statement for your company must be completed and submitted with your bid.

Employee Breakdown must be completed and submitted for the location providing the service/commodity. If the parent company will be involved in providing the service/commodity on the City contract, a consolidated employment breakdown must be submitted.

DECLARATION OF PERFORMANCE BY VENDOR/CONTRACTOR

Briefly address each of the following items:

1. A brief synopsis of the company and the products/services it provides:

2. Describe the normal procedure used on a bid of this type, giving the flow of purchase from the company to the ultimate purchaser:

3. List anyone outside of your company with whom you will contract on this bid:

The undersigned vendor/contractor certifies that:

- (a) It is normal business practice of the vendor/contractor to perform all elements of the contract with its own work force without the use of subcontractors/vendors; and

- (b) That the above documentation demonstrates this firm's capabilities to perform all elements of the contract with its own work force or without the use of subcontractors/vendors.

- (c) The vendor/contractor will use a subconsultant(s) in the fulfillment of this scope of work.

Date

Authorized Signature

MANAGERIAL PROFILE

Name of Firm:

Complete this page

Contact Person: _____

Title: _____

Address: _____

Telephone No.: _____

Date: _____

List the managerial persons in your work force who will be participating in this project, including name, position, and whether the individuals are minority or woman within the definition* of the City of Durham's Equal Business Opportunity Ordinance.

Managerial Employees

NAME	POSITION	SOCIALLY/ECONOMIC
		ALLY DISADVANTAGED* (YES/NO)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* M-Minority (African American) W-Woman Other-H-Hispanic, AI-American Indian, AS-Asian American, Handicapped

EQUAL OPPORTUNITY STATEMENT

EMPLOYEE BREAKDOWN

Part A – Employee Statistics for the Primary Location

M-----a-----l-----e-----s							F-----e-----m-----a-----l-----e-----s						
Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

Part B – Employee Statistics for the Consolidated Company *(See instructions for this form on whether this part is required.)*

M-----a-----l-----e-----s							F-----e-----m-----a-----l-----e-----s						
Employment Category	Total Employees	Total Males	Total Females	White	Black	Hispanic	Asian or Alaskan Islander	Indian or Alaskan Native	White	Black	Hispanic	Asian or Pacific Islander	Indian or Alaskan Native
Project Manger													
Professional													
Labor													
Clerical													
Totals													

EEO-1 Report may be submitted in lieu of this form

(Sample)
STATE OF NORTH CAROLINA
COUNTY OF DURHAM

PAGE 1 OF 3 PAGES
SERVICE CONTRACT
CONTRACT NO.

This is a CONTRACT made by **City of Durham** (hereafter "City") and **XXXX** (hereafter "Contractor") whose principal office and place of business is XXXX. The date of this Contract is XXXX. The purpose of this Contract is to have the Contractor perform the services described in this Contract for the following:

Janitorial/Cleaning Services at the Police Substation 4 at UDI Shopping Center

This is a service contract to provide the above service required by City from **XXX** to **XXX** ("Initial Period"), unless that period is changed as provided in this contract. The lump sum to be paid by City under this contract for the Initial Period is XXX(\$XXX).

The City and the Contractor agree as follows:

SECTION 1. Attachments. The documents which are attached to this contract are a part of this Contract. These documents are the (). In case of conflict, this two-page "Service Contract" form shall control those documents.

SECTION 2. Scope. The Contractor shall comply with the provisions of this Contract and shall do all of the work and furnish all of the materials and labor necessary to perform its obligations under this Contract.

SECTION 3. Indemnification. (a) To the maximum extent allowed by law, Contractor shall defend, indemnify and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of Contractor or Subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a", Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsections "a" above and "c" and "d" below --
"Charges" means claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within
"Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution or other environmental or pollution laws and regulations -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items or materials that are the subject of this contract).

"City" means the City of Durham.

"Contractor" means all parties to this contract other than City.

"Indemnitees" means City and its officers, officials independent contractors, agents, and employees, but excludes Contractor.

(c) **Limitations of Contractor's Obligation.** If this is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

(d) Nothing in subsections "a", "b" or "c" above shall affect any warranties in favor of the City that are otherwise provided in this contract. This section (a, b, c, and d) is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.

SECTION 4. TERMINATION FOR CONVENIENCE. The performance of work under the contract may be terminated by the City of Durham in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of at least sixty (60) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontractors; remove all supplies and equipment; and settle all outstanding liabilities and claims.

SECTION 5. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Durham
General Services
2011 Fay Street
Durham, NC 27704

The fax number is (919)560-4196

To the Contractor:

[Insert name and address]

The fax number is _____.

(b) **Change of Address. Date Notice Deemed Given.** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

SECTION 6. The Contractor's Billing to the City. Compensation. The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City: such information as may be reasonably requested by the City. Within twenty (20) days after the City receives an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall pay the Contractor for work as follows: monthly, evenly divided by the agreed amount of the signed contract for the contract period. The City shall not be obligated to pay the contractor any payments, fees, expenses, or compensation other than those authorized by this section.

SECTION 7. Choice of Law; Forum. This Contract shall be deemed made in Durham County, North Carolina, and shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

ATTEST:

CITY OF DURHAM

City Clerk

By _____
City Manager

IF CONTRACTOR IS A CORPORATION

ATTEST:

Secretary

[Type or print the name of the Corporation]

(Affix corporate seal)

By _____

President

IF CONTRACTOR IS NOT A CORPORATION

(See Attached Acknowledgments)

[Type or print the name of the Contractor]

By _____

Signature

PREAUDIT CERTIFICATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This the _____ day of _____, 20_____

Finance Officer

NORTH CAROLINA

ACKNOWLEDGMENT BY CITY OF DURHAM

DURHAM COUNTY

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that she is _____ City Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its _____ City Manager, sealed with its corporate seal, and attested by herself as its said City Clerk or Deputy City Clerk.

This the _____ day of _____, 20____

My commission expires:

Notary Public

STATE OF _____

COUNTY OF _____

**INDIVIDUAL ACKNOWLEDGMENT
with "trading as" section
(NON-CORPORATIONS)
(NON-PARTNERSHIPS)**

I, _____, a notary public in and for said county and state, certify that _____, trading as _____, personally appeared before me this day and acknowledged the execution of the foregoing contract with the City of Durham.

This the _____ day of _____, 20____

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

**INDIVIDUAL ACKNOWLEDGMENT
(NON-CORPORATIONS)
(NON-PARTNERSHIPS)**

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged the execution of the foregoing contract with the City of Durham.

This the _____ day of _____, 20____

My commission expires:

Notary Public

STATE OF _____
COUNTY OF _____

PARTNERSHIP ACKNOWLEDGMENT

I, _____, a notary public in and for said county and state, certify that _____, personally appeared before me this day, stated that he or she is a general partner in

_____,

a partnership and acknowledged the execution of the foregoing contract with the City of Durham on behalf of said partnership.

This the _____ day of _____, 20____

My commission expires:

Notary Public

STATE OF _____ CORPORATION ACKNOWLEDGMENT

COUNTY OF _____

I, _____, a notary public in and for said county and state, certify that _____ personally appeared before me this day and acknowledged that he or she is _____ Secretary of _____, a corporation, and that by authority duly given and as the act of the corporation, the foregoing contract with the City of Durham was signed in its name by its _____ President, whose name is _____,

sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary.

This the _____ day of _____, 20_____

My commission expires:

Notary Public